

BellSouth Telecommunications, Inc.
Suite 2104
333 Commerce Street
Nashville, TN 37201-3300

REC  **BELLSOUTH®**

REGULATORY AUTH.

'02 JUN 4 AM

Charles L. Howorth, Jr.
Regulatory Vice President

OFFICE OF
EXECUTIVE SECRETARY

615 214-6520
Fax 615 214-8858

May 24, 2002

RECEIVED

MAY 24 2002

Mr. Joe Werner, Chief
Telecommunications Division
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee

TARIFF FILING

TN REGULATORY AUTHORITY
TELECOMMUNICATIONS DIVISION

0200625

Dear Mr. Werner:

SUBJECT: Tariff to Introduce the 2002 Key Customer Program

Attached is the following tariff filing of BellSouth Telecommunications, Inc., issued May 24, 2002. We request that this tariff be effective June 24, 2002.

General Subscriber Services Tariff

Section A13, Contents - Tenth Revised Page 8
Section A13 - Original Page 93
- Original Page 94

Private Line Services Tariff

Section B7, Contents - Tenth Revised Page 2
Section B7 - Original Page 62
- Original Page 63

This Tariff is being filed to introduce the 2002 Key Customer Program. Additional details can be found in the Executive Summary that is included in this package. Also attached for your review is a copy of the contract that will be used in this program.

(2)

We appreciate your returning a receipted copy as evidence of this tariff filing.
Please call Paul Stinson at 214-3839 if you have any questions or wish to discuss.

Yours truly,

Paul Stinson/fo

Attachments

EXECUTIVE SUMMARY

2002 Key Customer Program

The 2002 Key Customer Program provides rewards for qualifying business customers who sign a term commitment of 18 or 36 months within the enrollment period specified in the tariff. In return for signing this term commitment, BellSouth will provide a reward based on the customer's total billed revenue (excluding unregulated charges, taxes, late payment charges and other charges specified in the tariff). This reward will appear as a credit on the customer's bill.

This Program will be available for resale by CLECs. The wholesale discounts established by the Tennessee Regulatory Authority in Docket 96-01331 will apply in addition to the rewards specified in this Program.

Other terms and conditions apply as specified in the Tariff.

A13. MISCELLANEOUS SERVICE ARRANGEMENTS

CONTENTS

A13.77	Voice Mail Companion Services Package	
A13.77.1	Description of Service	76
A13.77.2	Regulations and Limitations of Service	76
A13.77.3	Rates and Charges	76
A13.78	BellSouth Essentials* Package	
A13.78.1	Definition of Service	77
A13.78.2	Regulations and Limitations of Service	77
A13.78.3	Rates and Charges	77
A13.79	211 Dialing Service	
A13.79.1	General	77.1
A13.79.2	Service Requirements and Conditions	77.1
A13.79.3	Rates and Charges	77.2
A13.80	711 Dialing Code for Telephone Relay Service (TRS)	
A13.80.1	General	77.3
A13.80.2	Service Requirements and Conditions	77.4
A13.81	511 Dialing Service	
A13.81.1	General	77.4
A13.81.2	Service Requirements and Conditions	77.6
A13.81.3	Rates and Charges	77.6
A13.82	Reserved for Future Use	77.7
A13.83	Reserved for Future Use	77.8
A13.84	Reserved for Future Use	77.9
A13.85	Reserved for Future Use	77.9
A13.86	Reserved for Future Use	77.9
A13.87	Reserved for Future Use	77.9
A13.88	Reserved for Future Use	77.9
A13.89	Reserved for Future Use	77.9
A13.90	Business Programs	77.9
A13.90.1	Business Discount Program	78
A13.90.2	Competitive Response Program	78
A13.90.3	Key Business Discount Program	79
A13.90.4	BellSouth® Primary Rate ISDN Voice/Data Program	80
A13.90.5	BellSouth® Primary Rate ISDN Voice/Data Program Two	82
A13.90.6	2001 Key Business Discount Program	83
A13.90.7	Basic Service Advantage Program	84
A13.90.8	BellSouth Solutions Plus Program	87
A13.90.9	NMLI Growth Program	88
A13.90.10	NMLI New Business Program	89
A13.90.11	BellSouth® Local Service Plus Program	90
A13.90.12	2002 Key Customer Program	91
		93

(N)

* BellSouth is a registered trademark of BellSouth Intellectual Property Corporation
Service Mark of BellSouth Intellectual Property Corporation

EFFECTIVE: June 26, 2002

A13. MISCELLANEOUS SERVICE ARRANGEMENTS

A13.90 Business Programs (Cont'd)

A13.90.12 2002 Key Customer Program

A. Rules and Regulations

Beginning June 26, 2002, and continuing until December 31, 2002, qualifying business customers with locations in Rate Groups 4 or 5 may enroll in this Program, which provides rewards on their billed BellSouth revenue as described below, by signing a 24-month or 36-month contract.

1. In order to qualify for the Key Customer Program, new and existing BellSouth business customers with locations in Rate Groups 4 or 5 must have monthly total billed BellSouth revenue per each such location between \$75.00 and \$3000.00. This Program is available to business customers only. (N)
2. Customers with multi-locations may have all locations participate as long as one location is in an eligible location and one location meets the revenue requirement. (N)
3. Qualifying Program participants must sign a term contract of 24-month or 36-month to receive the rewards that are detailed in B. following, Reward Schedule. (N)
4. Rewards will be applied to billing for services in the Tennessee General Subscriber Services Tariff and the Tennessee Private Line Services Tariff. (N)
5. Rewards are based on end-user monthly total billed BellSouth revenue at Tennessee locations in Rate Groups 4 or 5 excluding:
Unregulated charges, taxes, late payment charges, charges billed pursuant to federal or state access service tariffs, charges collected on behalf of municipalities (including, but not limited to services for 911 service and dual party relay services), and charges for services provided by other companies. (N)
6. Applicable taxes and fees will be based on the full tariff price of all products and services, and no taxes or fees will be added to the amount of any reward under this program. (N)
7. Base and hunting rewards (for hunting service) apply only to BellSouth regulated total billed charges within a state, not across states. (N)
8. Analog Private Line or Primary Rate ISDN services will not be included in qualifying revenues under this program or be entitled to rewards for the related revenue. (N)
9. To participate in this Program, qualifying customers must sign a 24-month or 36-month contract between June 26, 2002, and December 31, 2002. Following this period, no subscribers may enroll in this Program. This Program is available for resale for the duration of this enrollment period. Following the expiration of this enrollment period, no new customers may enroll in the Program, but any contract established under this Program between BellSouth and its customers would continue to be available for resale for the remaining term of the existing contract. Aside from these resale situations, a customer may not assign its rights under any contract signed pursuant to this Program to another customer or to any other third party. (N)
10. Customers who participate in the program and subscribe to new service during the promotional period will receive an additional reward equal to the line connection charges associated with the service order. This will include the Line Connection Charge (first and additional lines, line equivalents and trunks). (N)
11. Should a participating customer terminate a contract signed under this Program without cause, the customer must pay BellSouth a termination liability equal to the lesser of: (1) the total of the repayment of rewards received during the previous twelve (12) months of service and the repayment of the prorated amount of any waived or rewarded nonrecurring charges; or (2) six percent (6%) of the total contracted amount. In addition to the reimbursement of the discounts, tariffed termination liability charges for individual services will be applied, if applicable. (N)
12. Customers with aggregate annual billing, per state of BellSouth services exceeding \$36,000 at the time of enrollment, are not eligible to participate in the Key Customer Program. (N)
13. Customers with volume and term Contract Service Arrangements (CSAs) are not eligible for this Program. (N)

EFFECTIVE: June 26, 2002

A13. MISCELLANEOUS SERVICE ARRANGEMENTS

A13.90 Business Programs (Cont'd)

A13.90.12 2002 Key Customer Program

A. Rules and Regulations (Cont'd)

14. Subscribers with multi-locations that are BTN'd or CLUB billed may have all locations participate as long as one location is in an eligible location and one location meets the revenue requirement. (N)
15. Should Subscriber's charges decrease below \$75, the Subscriber will not receive the reward until the Subscriber's monthly charges meet this minimum TBR amount (\$75). (N)
16. Should Subscriber's charges exceed the \$3,000 threshold, the Subscriber will only receive the maximum reward allowed under this Program for monthly charges up to \$3,000. (N)
17. Subscribers with Centrex, MultiServ and ESSX with SLAs not meeting the per location revenue requirement may have all locations participate as long as it is billed under the same account and at least one location is located in Rate Group 4 or 5. (N)
18. Once enrolled, if Subscriber moves to a location outside the specified rate group, the term election agreement will continue throughout the remaining term. (N)
19. Subscribers currently participating under an existing BST SBS Small Business Promotion local exchange term election agreement may migrate to this promotion without incurring any termination liability from the existing program if the Subscriber has twelve (12) months or less remaining under the existing term election agreement for local exchange services with BellSouth, and the Subscriber agrees to another BST SBS Small Business local exchange term election agreement that provides for an equal or greater number of business access lines than their existing local exchange term election agreement. The new local exchange service term agreement will be based upon monthly business access line rates in effect at the time the new local exchange service term election agreement is effective. (N)
20. Payment of the termination charge does not release the Subscriber from other previous amounts owed to BST. (N)
21. BellSouth reserves the right to terminate this program at any time; provided, however, that Subscribers participating in the program will continue to receive this promotion for the remaining term of their term election agreement. (N)
22. Customers who are participating in any of the following term plans or programs are not eligible to participate in 2002 Key Customer Program: Complete Choice® for Business Term Plan, Business Discount Program, Competitive Response Program, Key Business Discount Program, 2001 Key Business Discount Program, Basic Service Advantage Program and Business Solutions Plus Program. (N)

B. Reward Schedule

1. Rewards applicable to the subscribers' total billed revenue at Tennessee locations in Rate Groups 4 or 5 as defined in A. preceding are as follows: (N)

Monthly Total Billed Revenue	24 Month Term	36 Month Term
\$75-\$3000	10%	20%
Hunting Reward	50%	100%
2. Participant must be a BellSouth customer at the time of the reward. The reward will appear as a credit in the Other Charges and Credits (OC&C) section of the Program Participant's bill in a subsequent billing period usually within one or two billing cycles. (N)

B7. DIGITAL NETWORK SERVICE

CONTENTS

B7.7 Self-Healing Multi-Nodal Alternate Route Topology Ring (SMARTRing®) Service	
B7.7.1 General	38
B7.7.2 Application of Rates	38
B7.7.3 Architecture	38.1
B7.7.4 Rates and Charges	38.3
B7.8 SMARTPath® Service	38.4
B7.8.1 General	38.7
B7.8.2 Regulations	38.7
B7.8.3 Rates and Charges	39
B7.9 MegaLink® Plus Service	41
B7.9.1 General	43
B7.9.2 Regulations	43
B7.9.3 Rates and Charges	43
B7.10 MegaLink® Light Service	46
B7.10.1 General	48
B7.10.2 Regulations	48
B7.10.3 Rates and Charges	48
B7.11 Business Programs	51
B7.11.1 Business Discount Program	53
B7.11.2 Competitive Response Program	53
B7.11.3 Key Business Discount Program	54
B7.11.4 2001 Key Business Discount Program	56
B7.11.5 BellSouth Solutions Plus Program	58
B7.11.6 2002 Key Customer Program	61
	62 (N)

EFFECTIVE: June 26, 2002

B7. DIGITAL NETWORK SERVICE

B7.11 Business Programs (Cont'd)

B7.11.6 2002 Key Customer Program

A. Rules and Regulations

Beginning June 26, 2002, and continuing until December 31, 2002, qualifying business customers with locations in Rate Groups 4 or 5 may enroll in this Program, which provides rewards on their billed BellSouth revenue as described below, by signing a 24-month or 36-month contract.

1. In order to qualify for the Key Customer Program, new and existing BellSouth business customers with locations in Rate Groups 4 or 5 must have monthly total billed BellSouth revenue per each such location between \$75.00 and \$3000.00. This Program is available to business customers only. (N)
2. Customers with multi-locations may have all locations participate as long as one location is in an eligible location and one location meets the revenue requirement. (N)
3. Qualifying Program participants must sign a term contract of 24-month or 36-month to receive the rewards that are detailed in B. following, Reward Schedule. (N)
4. Rewards will be applied to billing for services in the Tennessee General Subscriber Services Tariff and the Tennessee Private Line Services Tariff. (N)
5. Rewards are based on end-user monthly total billed BellSouth revenue at Tennessee locations in Rate Groups 4 or 5 excluding:
Unregulated charges, taxes, late payment charges, charges billed pursuant to federal or state access service tariffs, charges collected on behalf of municipalities (including, but not limited to services for 911 service and dual party relay services), and charges for services provided by other companies. (N)
6. Applicable taxes and fees will be based on the full tariff price of all products and services, and no taxes or fees will be added to the amount of any reward under this program. (N)
7. Base and hunting rewards (for hunting service) apply only to BellSouth regulated total billed charges within a state, not across states. (N)
8. Analog Private Line or Primary Rate ISDN services will not be included in qualifying revenues under this program or be entitled to rewards for the related revenue. (N)
9. To participate in this Program, qualifying customers must sign a 24-month or 36-month contract between June 26, 2002, and December 31, 2002. Following this period, no subscribers may enroll in this Program. This Program is available for resale for the duration of this enrollment period. Following the expiration of this enrollment period, no new customers may enroll in the Program, but any contract established under this Program between BellSouth and its customers would continue to be available for resale for the remaining term of the existing contract. Aside from these resale situations, a customer may not assign its rights under any contract signed pursuant to this Program to another customer or to any other third party. (N)
10. Customers who participate in the program and subscribe to new service during the promotional period will receive an additional reward equal to the line connection charges associated with the service order. This will include the Line Connection Charge (first and additional lines, line equivalents and trunks). (N)
11. Should a participating customer terminate a contract signed under this Program without cause, the customer must pay BellSouth a termination liability equal to the lesser of: (1) the total of the repayment of discounts received during the previous twelve (12) months of service and the repayment of the prorated amount of any waived or discounted nonrecurring charges; or (2) six percent (6%) of the total contracted amount. In addition to the reimbursement of the discounts, tariffed termination liability charges for individual services will be applied, if applicable. (N)
12. Customers with aggregate annual billing, per state of BellSouth services exceeding \$36,000 at the time of enrollment, are not eligible to participate in the Key Customer Program. (N)
13. Customers with volume and term Contract Service Arrangements (CSAs) are not eligible for this Program. (N)

EFFECTIVE: June 26, 2002

B7. DIGITAL NETWORK SERVICE

B7.11 Business Programs (Cont'd)

B7.11.6 2002 Key Customer Program

A. Rules and Regulations (Cont'd)

14. Subscribers with multi-locations that are BTN'd or CLUB billed may have all locations participate as long as one location is in an eligible location and one location meets the revenue requirement. (N)
15. Should Subscriber's charges decrease below \$75, the Subscriber will not receive the reward until the Subscriber's monthly charges meet this minimum TBR amount (\$75). (N)
16. Should Subscriber's charges exceed the \$3,000 threshold, the Subscriber will only receive the maximum reward allowed under this Program for monthly charges up to \$3,000. (N)
17. Subscribers with Centrex, MultiServ and ESSX with SLAs not meeting the per location revenue requirement may have all locations participate as long as it is billed under the same account and at least one location is located in Rate Group 4 or 5. (N)
18. Once enrolled, if Subscriber moves to a location outside the specified rate group, the term election agreement will continue throughout the remaining term. (N)
19. Subscribers currently participating under an existing BST SBS Small Business Promotion local exchange term election agreement may migrate to this promotion without incurring any termination liability from the existing program if the Subscriber has twelve (12) months or less remaining under the existing term election agreement for local exchange services with BellSouth, and the Subscriber agrees to another BST SBS Small Business local exchange term election agreement that provides for an equal or greater number of business access lines than their existing local exchange term election agreement. The new local exchange service term agreement will be based upon monthly business access line rates in effect at the time the new local exchange service term election agreement is effective. (N)
20. Payment of the termination charge does not release the Subscriber from other previous amounts owed to BST. (N)
21. BellSouth reserves the right to terminate this program at any time; provided, however, that Subscribers participating in the program will continue to receive this promotion for the remaining term of their term election agreement. (N)
22. Customers who are participating in any of the following term plans or programs are not eligible to participate in 2002 Key Customer Program: Complete Choice® for Business Term Plan, Business Discount Program, Competitive Response Program, Key Business Discount Program, 2001 Key Business Discount Program, Basic Service Advantage Program and Business Solutions Plus Program. (N)

B. Reward Schedule

1. Rewards applicable to the subscribers' total billed revenue at Tennessee locations in Rate Groups 4 or 5 as defined in A. preceding are as follows: (N)

Monthly Total Billed Revenue	24 Month Term	36 Month Term
\$75-\$3000	10%	20%
Hunting Reward	50%	100%
2. Participant must be a BellSouth customer at the time of the reward. The reward will appear as a credit in the Other Charges and Credits (OC&C) section of the Program Participant's bill in a subsequent billing period usually within one or two billing cycles. (N)